

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

**FEE APPLICATION COVER SHEET FOR HILCO REAL ESTATE, LLC FOR THE
PERIOD JUNE 4, 2023, THROUGH JANUARY 12, 2024**

Debtor: Cyxtera Technologies, Inc., *et al.*¹

Applicant: Hilco Real Estate, LLC

Case No.: 23-14853 (JKS)

Client: Debtors and Debtors-in-Possession

Chapter: 11

Cases Filed: June 4, 2023

COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746

RETENTION ORDER ATTACHED

Dated: January 25, 2024
Northbrook, Illinois

HILCO REAL ESTATE, LLC

By: /s/ Eric Kaup

Name: Eric Kaup

Title: Executive Vice President & General
Counsel, Managing Member

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

<p style="text-align: center;">SECTION I FEE SUMMARY</p>
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First and Final Fee Application of Hilco Real Estate, LLC For the Period From June 4, 2023 to January 12, 2024¹

Fee Totals	\$2,115,608.82
Disbursement Totals	\$0.00
Total Fee Application	\$2,115,608.82

	<u>FEEs</u>	<u>EXPENSES</u>
Total Previous Fee Requested	\$0.00	\$0.00
Total Fees Allowed To Date	\$0.00	\$0.00
Total Retainer (If Applicable)	\$0.00	\$0.00
Total Holdback (If Applicable)	\$0.00	\$0.00
Total Received By Applicant	\$2,115,608.82 ²	\$0.00

¹ Under the Plan, professionals are only required to file final fee applications for the period from the Petition Date through the Confirmation Date. Nevertheless, given Hilco's fee structure, this Application includes the fee period through January 12, 2024, the Effective Date.

² The Retention Order (as defined herein) authorized the Debtors to compensate Hilco in accordance with the Engagement Agreement (as defined herein) during the chapter 11 cases.

**SECTION II
CASE HISTORY**

- (1) Date case filed: June 4, 2023
- (2) Chapter under which case commenced: Chapter 11
- (3) Date of retention: July 18, 2023, effective as of June 4, 2023. See Exhibit A.

If limit on number of hours or other limitations to retention, set forth: N/A

- (4) Summarize in brief the benefits to the estate and attach supplements as needed: See narrative portion of fee application.
- (5) Anticipated distribution to creditors:
 - (a) Administration expense: Paid in full.
 - (b) Secured creditors: To be paid in accordance with the *Fourth Amended Joint Plan of Reorganization of Cyxtera Technologies, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 694, Exhibit A] (the “Plan”).
 - (c) Priority creditors: To be paid in accordance with the Plan.
 - (d) General unsecured creditors: To be paid in accordance with the Plan.
- (6) Final disposition of case and percentage of dividend paid to creditors (if applicable): This is the first and final fee application. Distributions to creditors will be made in accordance with the Plan.

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Co-Counsel for Debtors and

Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

CYXTERA TECHNOLOGIES, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.

FIRST AND FINAL FEE APPLICATION OF HILCO REAL ESTATE, LLC FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AS REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS FOR THE PERIOD FROM JUNE 4, 2023 THROUGH JANUARY 12, 2024

Pursuant to 11 U.S.C. § 328 and Rule 2016 of the Federal Rules of Bankruptcy Procedure, Hilco Real Estate, LLC (“Hilco”) hereby moves the Bankruptcy Court for the District of New Jersey (this “Court”) for final allowance of compensation for professional services rendered as real estate consultant and advisor to the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) in the amount of \$2,115,608.82 for the period commencing June 4, 2023 through January 12, 2024 (the “Fee Period”).² In support of its application (the “Application”), Hilco respectfully represents as follows:

BACKGROUND

1. On June 4, 2023, (the “Petition Date”), the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors’ Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

2. On June 21, 2023, the Office of the United States Trustee for the District of New Jersey appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 133].

3. Hilco was employed as real estate consultant and advisor for the Debtors in connection with these Chapter 11 Cases, pursuant to that certain *Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective As Of the Petition Date, (II) Approving the Terms*

² As set forth in the Invoices attached hereto as **Exhibit B**, Hilco’s aggregate fees earned under its Engagement Agreement (as defined below) during the Fee Period are in the amount of \$2,115,608.82. Prior to the Petition Date, Hilco received a monthly consulting fee in the amount of \$50,000.

of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief [Docket No. 291] (the "Retention Order") attached hereto as **Exhibit A**. The Retention Order authorized Hilco to be compensated in the ordinary course of business and in accordance with the terms of the Real Estate Consulting and Advisory Services Agreement effective as of May 9, 2023, attached as Exhibit 1 to the Retention Order (the "Engagement Agreement"); *provided, however*, Hilco was required to submit a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid, in connection with these Chapter 11 Cases.

4. As set forth in the *Debtors' Application For Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective As Of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* [Docket No. 199], Hilco engaged Newmark & Company Real Estate, Inc. ("Newmark") to provide certain services and consultation to Hilco in support of Hilco's performance of the services under the Engagement Agreement. In connection therewith, and as approved by the Debtors, Hilco has agreed to pay Newmark a fee in an amount equal to thirty-five percent (35%) of the fees paid to Hilco under the Engagement Agreement.

COMPENSATION PAID AND ITS SOURCE

5. All services for which compensation is requested by Hilco were performed for or on behalf of the Debtors.

6. Attached hereto as **Exhibit B** are the invoices with a summary of the fees earned during the Fee Period by category as outlined in the Engagement Agreement (the "Invoices").

SUMMARY OF SERVICES RENDERED AND BASIS FOR RELIEF

7. The Debtors retained Hilco as the Debtors' exclusive agent to provide real estate consulting and advisory services with respect to negotiating with third parties and the Debtors' landlords (the "Landlords") to enter into lease restructuring agreements in connection with certain of the Debtors' unexpired leases of nonresidential real property (the "Leases"). To that end, Hilco has provided real estate consulting and advisory services to the Debtors including, but not limited to the following: (i) consulting with the Debtors to ascertain the Debtors' goals, objectives, and financial parameters; (ii) reviewing the Debtors' portfolio of Leases; (iii) consulting with the Debtors with respect to a strategic plan for restructuring, selling and/or assigning, shortening the term, or terminating the Leases; (iv) negotiating, on the Debtors' behalf, the terms of restructuring, term shortening, termination, and sale and/or assignment agreements with third parties and the Landlords under the Leases, in accordance with the strategy; (v) providing the Debtors with weekly Lease status reports and periodic written reports regarding the status of any negotiations; (vi) providing general real estate consulting and advisory services with respect to the Leases and the implementation of the strategy; and (vii) assisting the Debtors in closing the pertinent Lease restructuring, sale, and/or assignment, term shortening, and termination agreements.

8. Hilco submits this Application for final allowance of reasonable compensation for the actual, reasonable and necessary professional services that it has rendered as real estate consultant and advisor for the Debtors in these Chapter 11 Cases for the period June 4, 2023 through January 12, 2024. For the period covered by this Application, Hilco seeks final approval of fees for services rendered in the amount of \$2,115,608.82 and actual, reasonable and necessary expenses totaling \$0.00.

9. As a direct result of Hilco's efforts, the Debtors were able to make significant strides towards achieving their goals and objectives for reducing lease exposure. By way of specific example, prior to the Petition Date and continuing through the Fee Period, Hilco reviewed the Debtors' Lease portfolio, with the objective of optimizing their go-forward footprint. This analysis included, among other components, determining each leased location's current and projected profitability, as well as the market rate for each leased location's rent terms.

10. Specifically, in consultation with the Debtors and their bankruptcy counsel, Hilco developed a strategy to reduce the Debtors' ongoing Lease obligations. The Hilco team worked with the Debtors and their advisors to revise deal structures to try to mitigate risk in what would be the go-forward portfolio. Hilco was able to negotiate the sale, novation, and/or the restructuring of thirteen (13) Leases, resulting in approximately \$5.7 million in loss avoidance and achieving total lease savings of approximately \$31.5 million when calculated by the full terms of the Leases. Not only did Hilco's services improve EBITDA for the potential go-forward locations, but they also reduced 502(b)(6) claims and other administrative expenses of the Debtors' estates.

11. Given the results obtained, Hilco respectfully submits that the services for which it seeks compensation in this Application were necessary for, beneficial to, and in the best interests of, the Debtors. Hilco further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors.

12. Hilco has endeavored to represent the Debtors in the most efficient manner possible. Moreover, Hilco has endeavored to coordinate with the other professionals involved in this case so as to minimize any duplication of effort and to minimize fees and expenses to the Debtors.

THE REQUESTED COMPENSATION SHOULD BE ALLOWED

13. Section 328(a) of the Bankruptcy Code provides the trustee, or a committee appointed under section 1102, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. 11 U.S.C. § 328(a). Section 328 also says:

The court may allow compensation different from the compensation provided under such terms and conditions after the conclusion of such employment, if such terms and conditions prove to have been improvident in light of developments not capable of being anticipated at the time of the fixing of such terms and conditions.

11 U.S.C. § 328(a).

14. The foregoing professional services performed by Hilco were appropriate and necessary. They were in the best interests of the Debtors and other parties in interest. Compensation for the foregoing services as requested is commensurate with the complexity, importance and nature of the problems, issues or tasks involved. The professional services were performed in an appropriately expeditious and efficient manner.

15. In addition, throughout the Fee Period, pursuant to the Retention Order, Hilco provided Invoices, as well as notices of its fees, to the following: (a) the Office of the United States Trustee for the District of New Jersey; (b) the Debtors; (c) counsel for the Debtors; and (d) counsel for the Committee (collectively the "Notice Parties"). Pursuant to the Retention Order, the Notice Parties have fourteen (14) days from receipt of the stated notice with Invoice, to review and dispute any Invoice submitted by Hilco. No such objection or dispute has been made by any of the Notice Parties as of the date hereof.

WHEREFORE, Hilco requests that final allowance be made to it in the sum of \$2,115,608.82 as compensation for necessary professional services rendered to the Debtors for the Fee Period, and further requests such other and further relief as this Court may deem just and proper.

Dated: January 25, 2024
Northbrook, Illinois

HILCO REAL ESTATE, LLC

/s/ Eric Kaup
Name: Eric Kaup
Title: Executive Vice President & General
Counsel, Managing Member

Exhibit A

Retention Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Proposed Co-Counsel for Debtors and Debtors in Possession

In re:

CYXTERA TECHNOLOGIES, INC., *et al*

Debtors.¹



Order Filed on July 18, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/cyxtera>. The location of Debtor Cyxtera Technologies, Inc.'s principal place of business and the Debtors' service address in these chapter 11 cases is: 2333 Ponce de Leon Boulevard, Ste. 900, Coral Gables, Florida 33134.



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**ORDER (I) AUTHORIZING THE
EMPLOYMENT AND RETENTION
OF HILCO REAL ESTATE, LLC AS
REAL ESTATE CONSULTANT AND ADVISOR
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF HILCO'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through ten (10), is **ORDERED**.

DATED: July 18, 2023



Honorable John K. Sherwood
United States Bankruptcy Court

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

Caption of Order: Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Hilco Real Estate, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of Hilco's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Application")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, employ and retain Hilco Real Estate, LLC ("Hilco"), as real estate consultant and advisor to the Debtors in accordance with that certain real estate consulting and advisory services agreement executed on May 9, 2023 by and between Debtor Cyxtera Technologies, Inc. and Hilco (the "Engagement Agreement"), a copy of which is attached hereto as **Exhibit 1**, effective as of the Petition Date; (b) approving the terms of Hilco's employment and retention, including the fee and expense structure and the indemnification provisions set forth in the Engagement Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the U.S. Trustee Guidelines; and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Baker Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the*

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that sufficient cause exists for the relief set forth herein; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

1. The Application is **GRANTED** on a final basis as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain Hilco as their real estate consultant and advisor in accordance with the terms and conditions set forth in the Application and the Engagement Agreement, as modified by this Order, effective as of the Petition Date.
3. Except to the extent set forth herein, the Engagement Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and Indemnification Provision are approved pursuant to section 328(a) of the

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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Bankruptcy Code, and Hilco shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the times specified in, the Engagement Agreement, as modified by the Order.

4. The terms and provisions of the Engagement Agreement are approved, and the Debtors are authorized to compensate Hilco in accordance with the Engagement Agreement. Hilco shall not be required to file interim fee applications; *provided* that Hilco shall (i) file a final fee application with a summary of fees earned and expenses incurred along with a summary of what fees and expenses have been paid, and (ii) submit invoices to the Debtors, counsel for Debtors, the Office of the United States Trustee for the District of New Jersey (the "U.S. Trustee"), and counsel to the Committee for the payment of compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases in accordance with the terms of the Engagement Agreement when such compensation becomes due and owing and such expenses are incurred. Such parties shall have fourteen (14) days to review and dispute any such invoice submitted by Hilco, and if no such disputes are received, without any further order of the Court, the Debtors shall be authorized to pay such Hilco invoices in accordance with the terms of the Engagement Agreement.

5. If an objection is received, the Debtors shall withhold payment of the portion of the fees that is objected to and promptly pay the remainder, and all objections that are not resolved shall be preserved and presented to the Court for determination.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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6. The fees payable to Hilco pursuant to the Engagement Agreement shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code and shall not be subject to the standard of review set forth in section 330 of the Bankruptcy Code; *provided, however*, that notwithstanding the foregoing, the U.S. Trustee may review the reasonableness of Hilco's fees requested in the final fee application under section 330 of the Bankruptcy Code as set forth in paragraph 9 below.

7. The payment of all fees and reimbursement of all expenses pursuant to the Engagement Agreement shall be free and clear of all liens, claims, and encumbrances.

8. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, and the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines"), Hilco shall be granted a limited waiver of the information requirements such that Hilco shall not be required to maintain records of detailed time entries in connection with the Consulting and Advisory Services as that term is defined in the Engagement Agreement; *provided* that in the event that Hilco provides any Additional Services to the Debtors, and in connection with such Additional Services Hilco is to be compensated on a time and materials basis, Hilco shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, Hilco will submit time records setting forth

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

9. Notwithstanding anything to the contrary in this Order, the Application, the Engagement Agreement, or the Baker Declaration, the U.S. Trustee shall retain the right and be entitled to object to Hilco's fees and expenses based on the reasonableness standard provided for in section 330 and 331 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee on appeal or otherwise, with respect to the reasonableness of Hilco's fees and compensation and reimbursement requests.

10. In the event that, during the pendency of these chapter 11 cases, Hilco requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in Hilco's fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Hilco shall only be reimbursed for any legal fees incurred in connection with these chapter 11 cases to the extent permitted under applicable law and the decisions of this Court; *provided, however*, that Hilco shall not seek reimbursement of any attorney

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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fees incurred defending any objection filed with respect to Hilco's final fee application in these cases.

11. Hilco shall disclose any and all facts that may have a bearing on whether Hilco, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

12. With respect to controversies or claims arising out of or in any way related to the Services in the Hilco Agreement notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the Engagement Agreement, any disputes arising under the Engagement Agreement shall be heard in this Court during the pendency of these chapter 11 cases.

13. The Indemnification Provision set forth in the Engagement Agreement is approved, subject during the pendency of these cases to the following:

- a. Hilco shall not be entitled to indemnification, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, contribution, or reimbursement is approved by the Court;
- b. Notwithstanding any provision of the Application and the Engagement Agreement to the contrary, the Debtors shall have no obligation to indemnify or provide contribution or reimbursement to Hilco for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Hilco's gross negligence, willful misconduct, bad faith, fraud, or self-dealing to which the Debtors have not consented, (ii) for a contractual dispute in which the Debtors allege the breach of Hilco's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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faith, fraud or unconsented self-dealing but determined by this Court, after notice and a hearing, to be a claim or expense for which Hilco should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Agreement as modified by this Order; and

- c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the chapter 11 cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the chapter 11 cases, Hilco believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Indemnification Provision (as modified by this Order), including, without limitation, the advancement of defense costs, Hilco must file an application therefor in this Court, and the Debtors may not pay any such amounts to Hilco before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, contribution, and/or reimbursement by Hilco, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, Hilco. All parties in interest shall retain the right to object to any demand by Hilco for indemnification, contribution, and/or reimbursement; and
- d. any limitations on any amounts to be contributed by Hilco shall be eliminated from the Engagement Agreement. Hilco shall retain any rights they may have to contribution at common law.

14. Hilco will work to ensure that the services to be provided by Hilco will not duplicate the services of any of the other professionals retained by the Debtors.

15. None of the fees payable to Hilco under the Engagement Agreement shall constitute a "bonus" or fee enhancement under applicable law.

16. To the extent that there may be any inconsistency between the terms of the Application, the Baker Declaration, the Engagement Agreement, and this Order, the terms of this Order shall govern.

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Debtors: CYXTERA TECHNOLOGIES, INC., *et al.*

Case No. 23-14853 (JKS)

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17. Notice of the Application as provided therein is deemed to be good and sufficient notice of such Application, and the requirements of the Local Rules are satisfied by the contents of the Application.

18. The Debtors and Hilco are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

19. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

REAL ESTATE CONSULTING AND ADVISORY SERVICES AGREEMENT

This Real Estate Consulting and Advisory Services Agreement (“Agreement”) is entered into effective as of May 9, 2023 (the “Effective Date”), by and between Hilco Real Estate, LLC (“Hilco”) and Cyxtera Technologies, Inc. (the “Company”).

Recitals:

WHEREAS, the Company is the owner of the leasehold interests listed on Exhibit A attached hereto (each a “Lease” and collectively, the “Leases”); and

WHEREAS, the Company seeks to engage Hilco to provide certain consulting services in connection with the Leases as provided herein.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Hilco agree as follows:

1) Consulting and Advisory Services. Hilco shall provide the consulting and advisory services described below (collectively, the “Consulting and Advisory Services”) to the Company with respect to the Leases:

- a) Meet twice weekly, or modified cadence as agreement between the parties, with the Company to ascertain the Company’s goals, objectives and financial parameters;
- b) Review the Company’s Lease portfolio;
- c) Mutually agree with the Company with respect to a strategic plan for restructuring, selling and/or assigning, shortening term, or terminating the Leases (the “Strategy”);
- d) Provide the Company with weekly Lease status reports, which shall include updates on Hilco’s Lease Restructuring Services; and
- e) Provide general real estate consulting and advisory services with respect to the Leases and the implementation of the Strategy.

2) Lease Restructuring Services. Hilco shall provide the Lease restructuring services described below (the “Lease Restructuring Services” and together with the Consulting and Advisory Services, the “Services”) to the Company with respect to the Leases:

- a) On the Company’s behalf, negotiate the terms of restructuring, term shortening, termination, and sale and/or assignment agreements with the landlords under the Leases, in accordance with the Strategy;
- b) Provide written reports periodically to the Company regarding the status of such negotiations; and

- c) Assist the Company in closing the pertinent Lease restructuring, sale and/or assignment, term shortening, and termination agreements.

The Company may add additional leases to Exhibit A with the consent of Hilco (which consent may be provided in email) in which case such additional leases shall be considered "Leases" for purposes of this Agreement and the Company and Hilco shall mutually agree on a Strategy covering the additional leases.

3) Term and Termination.

- a) Term. The term of this Agreement shall commence upon the execution hereof and shall expire on the earlier of (i) the date that is twelve (12) months from the Effective Date or (ii) the effective date of any Chapter 11 plan of reorganization or closing of a sale of all or substantially all the Company's assets under section 363 of the Bankruptcy Code (as defined herein).
- b) Termination for Cause. Either party shall have the right to terminate this Agreement for cause upon written notice to the other party. Termination for cause shall mean any termination as a result of a party's fraud, misrepresentation, gross negligence, willful misconduct or material breach by a party of any of the terms of this Agreement.
- c) Effect of Termination. Upon termination of this Agreement by the Company, Hilco shall: (i) immediately discontinue all Services; and (ii) deliver to the Company all information, reports, papers, and other materials prepared or obtained by Hilco in performing the Services, whether completed or in process. Upon termination, the Company shall be liable for payment of accrued and unpaid fees and Expenses of Hilco as of the effective date of the termination, in accordance with Sections 6 and 7 below, as well as fees in accordance with Section 8 pursuant to the terms set forth in Section 8.

- 4) Strategy. Notwithstanding anything to the contrary in this Agreement, Company may modify the Strategy at any time and will promptly communicate such changes to Hilco.

- 5) Authority. Hilco shall serve as the Company's exclusive agent for the purpose of providing the Services. For the avoidance of doubt, Hilco shall be the Company's exclusive provider of the Services in connection with all of the Company's leased real property locations. All communications and inquiries regarding restructuring, selling and/or assigning, shortening term, or terminating the Leases, including those directed to the Company (including (without limitation) its officers, agents, and employees), shall be redirected to Hilco, unless otherwise agreed to by Hilco and the Company. Hilco shall promptly advise the Company of all offers made with respect to the Leases. Hilco is authorized only to negotiate the terms of agreements with respect to restructuring, selling and/or assigning, term shortening, or terminating the Leases in accordance with the Strategy at the direction and on the behalf of the Company, but not to commit the Company to any such agreement or arrangement or to sign any instrument on behalf of the Company. Company has the right, in its sole discretion, to accept or reject any offers with respect to the Leases, and, in the event of such rejection, the Company shall not be liable to Hilco for any fee or compensation, except as provided in Sections 6, 7, and 8 below.

6) Compensation. As compensation for Hilco's Services, the Company will pay to Hilco compensation in accordance with the following; provided, that for any Restructured Lease that is rejected during a pending case filed under chapter 11 of the United States Bankruptcy Code (or similar code in the local jurisdiction), fees shall be due or payable with respect to such Restructured Lease solely to the extent that the Company realizes the benefit of any Restructured Lease Savings prior to rejection, in which case Hilco's compensation shall be calculated solely based on the Restructured Lease Savings realized by the Company prior to rejection; provided, however, if such Lease is subsequently reinstated (whether by a new lease or otherwise following such rejection) Hilco shall be entitled to the Restructured Lease Savings Fee as if such rejection never occurred minus compensation previously paid or payable in connection with any Restructured Lease Savings as described above.

a) Certain Definitions.

- i) "Monthly Consulting Fee" means, with respect to the Consulting and Advisory Services provided by Hilco hereunder, monthly payments in the amount of \$50,000 each, which payments shall be due and payable upon the first day of each calendar month during the Term, except with respect to the first payment of the Monthly Consulting Fee, which shall be due and payable upon the execution of this Agreement. Each installment of the Monthly Consulting Fee shall be earned in full when due and is non-refundable. In no event shall Hilco have any obligation to refund any portion of the Monthly Consulting Fee. The Monthly Consulting Fee is only applicable for the first eight (8) months of this Agreement.
- ii) "Restructured Lease" means any Lease for which the Company, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enters into a written agreement with the applicable landlord that has the effect of modifying the terms of such Lease.
- iii) "Restructured Lease Savings Fee" means, for any Restructured Lease, an amount equal to the aggregate Restructured Lease Savings multiplied by four and one half percent (4.5%); provided, however that for purposes of calculating Restructured Lease Savings only those Restructured Lease Savings to be achieved during the six (6) year period from and after the effective date of the Restructured Lease shall be included in such calculation.
- iv) "Restructured Lease Savings" means an amount equal to the net savings created by a Restructured Lease, including (without limitation) the sum of (x) the aggregate reduction of base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured, minus any restructuring, termination or similar fees paid by the Company to the counterparty to the leased property, or any other party, in

connection with the Restructured Lease. Where term is extended and the rent during such extended period is not specifically fixed or calculable within a leased property, Restructured Lease Savings shall be based on the last year's rent immediately prior to the extended period under a leased property.

- v) "Term Shortened Lease" means any Lease for which the Company, or any assignee or designee thereof (including, if applicable, any purchaser in a Bankruptcy Sale Process), enters into a written agreement with the applicable landlord that has (i) the effect of (i) terminating the Lease, or (ii) providing the Company with an early termination right, regardless of whether the Company ever exercises such right, or otherwise has the effect of shortening the term of such Lease.
- vi) "Term Shortened Lease Fee" means for any Term Shortened Lease, an amount equal to one (1) month of gross rent *plus* any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses. To the extent a Lease is both a Restructured Lease and a Term Shortened Lease, any lease savings attributable to the shortening of a Restructured Lease term shall be excluded from the calculation of the applicable Restructured Lease Savings Fee, and Hilco shall only be entitled to receive the applicable Term Shortened Lease Fee on account of such Restructured Lease term shortening. For the avoidance of doubt, Hilco shall not be entitled to a Term Shortened Lease Fee where such Lease is a Term Shortened Lease based on Section 6(a)(v)(ii) in the event Company does not exercise the early termination right.
- vii) "Designated Sale and/or Assignment Lease" means a Lease for which the Company enters into a written agreement that has the effect of selling or assigning the Lease to an applicable landlord or another third party. Upon the execution of this Agreement, the Company shall identify for Hilco the "Designated Sale and/or Assignment Leases" (the "Designated Sale and/or Assignment Leases List") (email shall be sufficient for this purpose). The Company may not subsequently add additional Leases to the Designated Sale and/or Assignment Leases List. With respect to each Designated Sale and/or Assignment Lease, Hilco shall be entitled to payment from Company of a "Designated Sale and/or Assignment Lease Fee" as follows:
 - (1) In the event Hilco advises the Company with respect to a sale or assignment of a Designated Sale and/or Assignment Lease where the Company has received a letter of intent or similar document ("Letter of Intent"), and the terms of such Letter of Intent were negotiated by Company, Hilco shall be entitled to payment of a fee in the amount of \$10,000 for assisting the Company with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable \$10,000 fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(1).

- (2) In the event Hilco advises the Company with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) Company has received a Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) Company substantially negotiated all material terms of the Letter of Intent, and (iii) Hilco thereafter negotiates improved terms with the party submitting the Letter of Intent, Hilco shall be entitled to payment of a fee in the amount of one-half of one (1) month of gross rent *plus* any other applicable Leasehold Expenses for advising the Company, negotiating the improved transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(2).
- (3) In the event Hilco advises the Company with respect to a transaction to sell or assign a Designated Sale and/or Assignment Lease, where (i) Company has not received a formal Letter of Intent containing terms of a proposed sale or assignment transaction, (ii) Hilco thereafter negotiates the terms of a sale or assignment transaction with any purchaser or assignee of the Designated Sale and/or Assignment Lease, and (iii) the Designated Sale and/or Assignment Lease transaction closes, Hilco shall be entitled to payment of a fee in the amount of one (1) month of gross rent *plus* any other applicable Leasehold Expenses for advising the Company, negotiating the transaction terms, and assisting with the closing of each such Designated Sale and/or Assignment Lease transaction. Hilco shall be entitled to payment of the applicable fee in connection with each closing of a Designated Sale and/or Assignment Lease transaction under this Section 6(a)(vii)(3).
- viii) “Leasehold Expense” means the aggregate base rent, percentage rent, CAM, real estate taxes, insurance, deferred maintenance or maintenance obligations (including clean up) payable under a lease (exclusive of term shortening), and any other measurement of leasehold expense calculable by Hilco and the Company under a lease; provided, however, in the event any such amounts are not reasonably discernable or calculable, Hilco and the Company shall negotiate in good faith a commercially reasonable amount of such leasehold expenses, and (y) the aggregate amount of any tenant improvement allowance dollars secured.
- b) Restructuring. For each Lease that becomes a Restructured Lease, Hilco shall earn a fee equal to the Restructured Lease Savings Fee. The amounts payable on account of a Restructured Lease shall be paid in a lump sum upon closing of the transaction having the effect of restructuring the Lease, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company’s or a portion of the Company’s assets to such acquiror (whether through a credit bid, plan of reorganization, 363 sale or otherwise), directly or through designation rights (collectively, a “Bankruptcy Sale Process”).

- c) Shortened Lease. For each Lease that becomes a Term Shortened Lease, Hilco shall earn a fee equal to the Term Shortened Lease Fee. The amounts payable on account of a Term Shortened Lease shall be paid in a lump sum upon closing of the transaction that provides the Company with an early termination right or has the effect of terminating or otherwise shortening the term of such Lease, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company's or a portion of the Company's assets to such acquiror, whether through a Bankruptcy Sale Process or otherwise.
- d) Designated Sales and/or Assignments. For each Lease that becomes a Designated Sale and/or Assignment Lease, Hilco shall earn a fee equal to the applicable Designated Sale and/or Assignment Lease Fee. The amounts payable on account of a Designated Sale and/or Assignment Lease shall be paid in a lump sum upon the closing of the Designated Sale and/or Assignment Lease transaction, which may include a transaction subject to entry of an order by the Bankruptcy Court (as defined herein) approving an assignment to any acquiror of applicable Leases (or any portion thereof), including through a purchase of the Company's or a portion of the Company's assets to such acquiror, whether through a Bankruptcy Sale Process or otherwise.
- e) Free and Clear. All fees payable to Hilco hereunder shall be free and clear of any liens, claims and encumbrances, including the liens of any secured parties.
- f) Reconciliation. The Monthly Consulting Fee paid or payable shall be applied against any compensation otherwise due under this Agreement.
- 7) Expenses. All Expenses (defined below) shall be borne by the Company, and Hilco shall be entitled to reimbursement from the Company for all Expenses. Billing shall be monthly and invoices are due not later than thirty (30) days after the date of invoice. "Expenses" means all reasonable, documented (through receipts or invoices) out-of-pocket expenses incurred by Hilco in connection with its performance of its Services hereunder, including, without limitation: reasonable expenses of advertising, marketing, coach travel and transportation, including, the cost of out-of-town travel and postage and courier/overnight express fees and other mutually agreed upon expenses incurred in connection with performing the services required by this Agreement. Notwithstanding anything to the contrary, Expenses described herein shall not exceed, per individual Expense, Five Thousand US Dollars (\$5,000) or in aggregate, Fifty Thousand US Dollars (\$50,000) without prior written approval from Company.
- 8) Survival. Within fifteen (15) calendar days after termination of this Agreement, Hilco shall provide the Company with a list of all third parties, including landlords (each, a "Prospect") that Hilco has engaged in negotiations with respect to the Leases covered hereunder. If within ninety (90) days after the expiration of the Term of this Agreement, or any extension thereof agreed to in writing by the Company and Hilco, the Company, or any assignee or designee thereof (including any purchaser in a Bankruptcy Sale Process), and any Prospect should enter into a written agreement covered by this Agreement, incorporating deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with the Leases, Hilco shall be entitled to a fee calculated in accordance with the terms of this Agreement.

9) Hilco and Company Covenants. In consideration of this Agreement, Hilco agrees to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement. Hilco shall conduct all negotiations on behalf of the Company in a professional and businesslike manner and in accordance with the Company's and its officers', representatives,' and counsel's reasonable instructions. The Company agrees to cooperate reasonably with Hilco and to make available to Hilco such information as Hilco reasonably requests, including true and correct copies of the Leases, all information relating to occupancy-related expenses for the Leases and related correspondence.

10) Confidentiality. Hilco acknowledges that information furnished or made available by the Company, its employees or representatives to Hilco and its employees or representatives relating to the Leases and the business or affairs of the Company is confidential and is the property of the Company. During and after the term of this Agreement, Hilco will not disclose any such information to any person or use any such information for any purpose other than the performance of its obligations hereunder, in each case, without the prior written consent of the Company.

11) Assignment; Successors and Assigns. Neither party may assign its rights or delegate any of its obligations hereunder without the prior written consent of the other party; provided, however, if the Company is the subject of a bankruptcy process, the Company shall use its commercially reasonable best efforts to assign its rights and obligations hereunder to an assignee or purchaser of the Leases(s) pursuant to section 363 and/or 365 of the Bankruptcy Code (as defined herein) or otherwise. For the avoidance of doubt, if a purchaser of the Company's or a portion of the Company's assets (whether through a Bankruptcy Sale Process or otherwise) acquires the Leases (or any portion thereof), directly or through designation rights, and enters into an agreement (in connection with such purchase) for a Lease that incorporates deal terms that are identical or reasonably similar to terms that were negotiated and/or proposed by Hilco in connection with such Lease, then Hilco shall be entitled to the Restructured Lease Savings Fee, Term Shortened Lease Fee, and/or Designated Sale and/or Assignment Lease Fee with respect to such Leases, and such fee shall be paid by the Company, or, in the event such assignee or purchaser assumes this Agreement and the Company's obligations hereunder, by the assignee or purchaser. Subject to that limitation, this Agreement shall be binding upon and shall inure to the benefit of each party and its successors and assigns.

12) Indemnification.

- a) The Company shall indemnify Hilco and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by Hilco, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) the Company's material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of the Company, its officers, directors, employees, agents or representatives.
- b) Hilco shall indemnify the Company and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Company, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) Hilco's

material breach of or failure to comply with any of its agreements, covenants, representations or warranties contained in this Agreement and (ii) the fraud, negligence (including omissions) or willful misconduct of Hilco, its officers, directors, employees, agents or representatives.

13) General Provisions.

- a) The Company and Hilco shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.
- b) In the event the Company commences a case under Chapter 11 of title 11, United States Code (the “Bankruptcy Code”), with a bankruptcy court (the “Bankruptcy Court”), the Company shall promptly file a motion under section 327 and 328 of the Bankruptcy Code, in form and substance reasonably acceptable to Hilco, authorizing the Company’s entry into this Agreement, which the Company agrees to use its reasonable efforts to obtain (the “Retention Order”). The Company will use its reasonable efforts to ensure that such order shall specifically provide that: (i) Hilco is being retained pursuant to sections 327 and 328 of the Bankruptcy Code by the Company; (ii) the payment of all fees and reimbursement of expenses hereunder to Hilco shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses hereunder shall be the Company’s responsibility and be made without further order of the Bankruptcy Court; (iv) notwithstanding the liens or claims of the Company’s secured lenders, including any debtor in possession financing lender, any amounts paid to Hilco hereunder, will not be reduced or capped by the terms or conditions of any DIP Credit Agreement or related order; (v) all such fees and expenses due and owing to Hilco hereunder shall be included in any carve-out provided in any DIP Credit Agreement and Bankruptcy Court order approving such DIP Credit Agreement and; and (vi) Hilco is not required to maintain time records or file interim fee applications.
- c) The Company recognizes and acknowledges that the services to be provided by Hilco pursuant to this Agreement are, in general, transactional in nature, and Hilco will not be billing the Company by the hour or maintaining time records. It is agreed that Hilco is not requested or required to maintain such time records and that its compensation will be fixed on the percentages set forth herein.
- d) Any correspondence or required notice shall be addressed as follows:

If to Hilco:

Hilco Real Estate, LLC
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Tel. (847) 504-2462
Email: sbaker@hilcoglobal.com
Attn: Sarah Baker

If to the Company:

Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900

Coral Gables, FL 33134
Tel. (855) 699-8372
Email: legal@cyxtera.com
Attn: Chief Legal Officer

- e) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.
- f) Hilco shall be permitted to utilize independent contractors and subcontractors to assist Hilco with performing certain of its obligations hereunder.
- g) By executing or otherwise accepting this Agreement, the Company and Hilco acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.
- h) The construction, validity and interpretation of this Agreement will be governed by the internal law of the State of Delaware, without regard to any choice of law principle that might otherwise result in the application of the law of any other jurisdiction. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect of any matter arising out of or in connection with this Agreement.
- i) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile shall be deemed the equivalent of an original.
- j) The parties hereto agree, and the Company hereby expressly acknowledges, that Hilco has not guaranteed the Company any return or results with respect to the services to be provided.
- k) This Agreement constitutes the entire agreement between the Company and Hilco and supersedes all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of the parties to this Agreement.
- l) If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs actually incurred.
- m) Hilco may use the Company's name on Hilco's representative client lists, in any advertisements, publications or as a reference.

* * *

IN WITNESS WHEREOF, the Company and Hilco have executed and delivered this Agreement as of the date first above written.

CYXTERA TECHNOLOGIES, INC.

By: 
Title Chief Financial officer

HILCO REAL ESTATE, LLC

By: 
Title: VP & DGC, Managing Member

EXHIBIT A

Leases

Data Center Code	Lease ID	Lease Name	Tenant Name	Landlord Name	Lease Commencement	Lease Expiration	Lease Classification	Address 1	City	State
PHX1-A,B,C,D	LAZ-PH001-01	615 North 48th Street, Phoenix Master Agreement	Cytera Communications, LLC	Iron Mountain Data Centers	4/15/2014	4/30/2024	Operating	615 North 48th Street	Phoenix	AZ
PHX2	LAZ-PH002-01	2055 East Technology Circle, Tempe - PBB Sub-Lease	Cytera Communications, LLC	Medina DC1 Assets, LLC	4/1/2019	3/31/2024	Finance	2055 E. Technology Circle	Tempe	AZ
YVR1	LBC-VYR01-01	555 West Hastings Street, Vancouver - Lease	Cytera Communications, LLC	Polaris Realty (Canada) Limited	7/1/1999	5/31/2024	Operating	555 West Hastings Street, 14th and 24th Floor	Vancouver	BC
LAX2	LCA-LAX02-02	3015 Wilton Avenue, Burbank - PBB Lease	Cytera Communications, LLC	Digital Nash, LLC	1/1/2019	1/31/2023	Finance	3015 Wilton Avenue	Burbank	CA
LAX3	LCA-LAX03-01	200 North Nash Street, El Segundo - PBB Lease	Cytera Communications, LLC	CPUS Irvine Crossing, LP	1/1/2019	2/28/2023	Finance	200 North Nash Street	El Segundo	CA
SFO1-A,C	LCA-SFO1-01	17836 Gillette Avenue, Irvine - Lease Agreement	Cytera Communications, LLC	Digital Nash, LLC	10/19/2000	6/30/2029	Operating	17836 Gillette Avenue	Irvine	CA
SFO1-B	LCA-SFO1-02	2401 Walsh Avenue, Santa Clara - PBB Lease	Cytera Communications, LLC	Digital Walsh 1, LLC	1/1/2019	2/28/2023	Finance	2401 Walsh Avenue	Santa Clara	CA
SFO2-A	LCA-SFO2-01	4700 Old Ironsides Drive, Santa Clara - Lease	Cytera Communications, LLC	4700 Old Ironsides Drive	3/5/2004	4/30/2027	Finance	4700 Old Ironsides Drive	Santa Clara	CA
SFO2-B	LCA-SFO2-02	4650 Santa Clara Technology Partners, LLC	Cytera Communications, LLC	4650 Santa Clara Technology Partners, LLC	3/5/2004	4/30/2027	Finance	4650 Santa Clara Technology Partners, LLC	Santa Clara	CA
SFO3-A	LCA-SFO3-01	1400 Miller Road, Sunnyvale - Lease	Cytera Communications, LLC	Medina DC2 Assets, LLC	10/1/1998	9/30/2023	Operating	1400 Miller Road	Sunnyvale	CA
SFO3-B	LCA-SFO3-02	13200 Santa Clara Technology Partners, LLC	Cytera Communications, LLC	13200 Santa Clara Technology Partners, LLC	10/1/1998	9/30/2023	Operating	13200 Santa Clara Technology Partners, LLC	Sunnyvale	CA
SFO4-A	LCA-SFO4-01	1520 Space Park Drive, Santa Clara - PBB Lease	Cytera Communications, LLC	Digital Space Park Partners, LLC	9/1/2019	8/31/2024	Operating	1520 Space Park Drive	Santa Clara	CA
SFO4-B	LCA-SFO4-02	1520 Space Park Drive, Santa Clara - Data Center Lease	Cytera Communications, LLC	1520 Space Park Partners, LLC	11/1/2021	10/31/2026	Finance	1550 Space Park Drive	Santa Clara	CA
SFO4-C	LCA-SFO4-03	11311 Constock Street, Santa Clara - Powered Shell Lease Agreement	Cytera Communications, LLC	11311 Constock Property, LLC	12/1/2012	11/30/2027	Finance	11311 Constock Street	Santa Clara	CA
DEFA	LCO-DEFA01-01	8534 Concord Center Drive, Englewood - PBB Lease	Cytera Communications, LLC	Medina DC1 Assets, LLC	4/1/2024	3/31/2029	Finance	8534 Concord Center Drive	Santa Clara	CA
DENB-OFFICE	LCO-DENB02-02	9150 Commerce Center Circle, Highlands Ranch - Multi-Tenant Office/Warehouse Lease	Cytera Communications, LLC	Highlands Ranch Commerce Center, LLC	5/30/2007	12/31/2027	Operating	9150 Commerce Center Circle, Suite 250	Englewood	CO
FRAL	LDE-FR001-01	Wilhelm-Fay-Strasse 248, Frankfurt - International Master Agreement	Cytera Germany GmbH	Interion Deutschland GmbH	6/1/2012	5/31/2024	Finance	Wilhelm-Fay-Strasse 248	Highlands Ranch	HE
FRAL2	LDE-FR002-01	Wilhelm-Fay-Strasse 24, Frankfurt - TKGD Lease	Cytera Germany GmbH	Digital Greenfield B.V.	4/1/2019	6/30/2024	Operating	Wilhelm-Fay-Strasse 24	Frankfurt am Main	HE
TPAL	LFL-TPA01-01	2333 Ponce De Leon Blvd., Coral Gables - Lease Agreement	Cytera Technologies, Inc.	Prim Bax Colomade, LLC	4/16/2015	4/30/2025	Operating	2333 Ponce De Leon Boulevard, Suite 900	Coral Gables	FL
ATL1-A	LGA-ATL01-02	9310 Florida Palm Drive, Tampa - Lease Agreement	Cytera Communications, LLC	EastGroup Properties, LP	2/1/2000	1/31/2025	Operating	9310 Florida Palm Drive	Tampa	FL
ATL1-B	LGA-ATL01-03	375 Riverside Parkway (Ste 145 & 150), Lithia Springs - PBB Lease	Cytera Communications, LLC	Medina DC1 Assets, LLC	4/1/2019	12/31/2023	Finance	375 Riverside Parkway	Lithia Springs	GA
ATL1-C	LGA-ATL01-04	375 Riverside Parkway (Ste 125 & 135), Lithia Springs - PBB Lease	Cytera Communications, LLC	Medina DC1 Assets, LLC	4/1/2019	12/31/2023	Finance	375 Riverside Parkway	Lithia Springs	GA
LHR1-A	LGB-LHR01-01	630 Ajax Avenue, Slough - Lease	Cytera Technology UK Limited	Slough Trading Estate Limited	12/3/2007	12/2/2027	Operating	630 Ajax Avenue	Slough	GB
LHR1-B	LGB-LHR02-01	7 Greenwich View Place, London - Lease	Cytera Technology UK Limited	Greenwich View Place Limited	11/29/2012	11/28/2027	Operating	7 Greenwich View Place	London	GB
LHR2-B	LGB-LHR02-02	7 Greenwich View Place, London - Wayleave Licence (Roadway)	Cytera Technology UK Limited	Robert Ogden - Indecon Development	11/29/2012	11/28/2027	Operating	7 Greenwich View Place	London	GB
LHR1-B	LGB-LHR03-01	631 Ajax Avenue, Slough - Lease	Cytera Technology UK Limited	Sir Robert Ogden Estates Ltd.	7/1/2012	6/30/2024	Operating	6 Greenwich View Place	London	GB
LHR1-B	LGB-LHR04-01	631 Ajax Avenue, Slough - Lease	Cytera Technology UK Limited	Slough Trading Estate Limited	10/8/2012	10/7/2032	Operating	631 Ajax Avenue	Slough	GB
ORD1-A	LH-ORD01-01	Block B Eskdale Road, Wimerish - Lease	Cytera Communications, LLC	Wimmerah Video S.a.r.l	3/15/2017	3/14/2027	Finance	Block B Eskdale Road	Wokingham	GB
ORD2-A,B	LH-ORD02-01	350 East Cermak, Chicago - Lease Agreement	Cytera Communications, LLC	Digital Lakeside, LLC	1/27/2020	6/30/2025	Operating	350 East Cermak Road, 7th floor	Chicago	IL
ORD3-A,B	LH-ORD03-01	2425 Busse Road, Elk Grove Village - Building Lease	Cytera Communications, LLC	REEF-CHP 2425 Busse Road, LLC	6/8/2000	6/30/2025	Operating	2425 Busse Road	Elk Grove Village	IL
ORD3-A,B	LH-ORD04-01	350 East Cermak, Chicago - TMO Lease	Cytera Communications, LLC	Digital Lakeside, LLC	3/31/2008	12/31/2033	Finance	350 East Cermak Road, 4th & 8th floor	Chicago	IL
BO51-C	LWA-BO501-01	1441, Touhy Ave, Elk Grove Village - Data Center Lease	Cytera Communications, LLC	SI CHIO Assets, LLC	1/1/2019	1/31/2023	Operating	1441 Touhy Avenue	Elk Grove Village	IL
BO51-D	LWA-BO501-02	600 Winter Street, Waltham - Lease Agreement	Cytera Communications, LLC	Digital Winter, LLC	2/15/1998	11/30/2020	Operating	600 Winter Street	Waltham	MA
BO51-E	LWA-BO501-03	115 South Main Street, Waltham - Lease Agreement	Cytera Communications, LLC	Concord Center, LLC	1/1/2019	8/31/2022	Operating	115 South Main Street	Waltham	MA
MSY1	LWA-MSY01-01	4450 Dean Lakes Boulevard, Shakopee - PBB Lease	Cytera Communications, LLC	Medina DC2 Assets, LLC	4/16/2014	4/30/2029	Operating	1155 Dean Lakes Boulevard	Shakopee	MA
EWB1	LNI-EWB01-01	210 Hudson Street, Jersey City - Agreement of Lease	Cytera Communications, LLC	Compass Datacenters MSP, LLC	12/30/1996	5/31/2025	Operating	4450 Dean Lakes Boulevard	Shakopee	MA
EWB2-A,B	LNI-EWB02-02	300 Boulevard East, Weehawken - PBB Lease	Cytera Communications, LLC	SI Hebrides Owner 2 & 3, LLC	1/1/2019	8/31/2034	Finance	210 Hudson Street, 1st, 7th & 8th Floor	Jersey City	NJ
EWB3-A,C	LNI-EWB03-03	1919 Park Avenue, Weehawken - Lease	Cytera Communications, LLC	Global Weehawken Acquisition Company, LLC	1/1/2019	8/31/2034	Finance	300 Boulevard East, 1st, 2nd and 3rd Floor	Jersey City	NJ
EWB3-B	LNI-EWB04-03	3 Corporate Place, Piscataway - PBB Lease	Cytera Communications, LLC	1919 Park Avenue Associates, LLC	2/1/2011	1/31/2031	Operating	1919 Park Avenue	Weehawken	NJ
AMS1	LNI-AMS01-01	Lineweg 1, Halfweg - TMO Lease	Cytera Netherlands B.V.	Digital Piscataway, LLC	1/1/2012	12/31/2027	Operating	3 Corporate Place	Piscataway	NJ
ABQ1	LNM-ABQ01-01	400 Tijeras Avenue NW, Albuquerque - Sublease Agreement	Cytera Communications, LLC	CyteraOne AMS3, B.V.	3/1/2020	8/31/2025	Operating	Lineweg 1	Piscataway	NJ
CMH1	LOH-CMH01-01	8180 Green Meadows Drive, Lewis Center - Lease	Cytera Communications, LLC	CenturyLink Communications, LLC	5/1/2017	12/31/2029	Operating	400 Tijeras Avenue NW	Halfweg	NL
YZ21	LON-YZ001-02	6800 Millcreek Drive, Mississauga - PBB Lease	Cytera Communications, LLC	LD DI HOLDCO, LLC	10/6/1999	10/31/2024	Operating	8180 Green Meadows Drive	Albuquerque	NM
YZ22	LON-YZ002-01	4175 14th Avenue, Markham - Lease	Cytera Communications, LLC	Garrison DC Property Management Ltd	1/1/2019	4/12/2023	Finance	6800 Millcreek Drive	Lewis Center	OH
YUL1	LOR-YU001-01	8135 NE Evergreen Parkway, Hillboro - Lease Agreement	Cytera Communications, LLC	Neamsby Investments Inc.	7/21/2014	7/31/2029	Operating	4175 14th Avenue	Mississauga	ON
SIN2-A,B	LSS-SIN01-01	3000 Rene Levesque, Montreal - Office Lease	Cytera Communications, LLC	Stack, Inc.	10/1/2004	4/6/2026	Operating	8135 NE Evergreen Parkway	Hillboro	OR
SIN2-C	LSS-SIN01-02	29A International Business Park, Singapore - PBB Lease	Cytera Singapore Pte. Ltd.	Digital Singapore Jurong East Pte Ltd	3/1/2004	2/28/2026	Operating	3000 Rene Levesque, Suite 200	Montreal	QC
SIN1	LSS-SIN02-01	9 Tai Seng Drive, Singapore - Tenancy Agreement	Cytera Singapore Pte. Ltd.	Digital Singapore Jurong East Pte Ltd	1/1/2012	12/31/2026	Finance	29A - International Business Park Road	Jurong East	SG
DFW1-A,D	LTX-DFW01-02	14901 Dallas Parkway, Fort Worth - PBB Lease	Cytera Communications, LLC	Perpetual (Asia) Ltd	11/30/2007	11/29/2022	Operating	9 Tai Seng Drive	Singapore	SG
HND1	LTY-HND01-01	1-2-1 Hitotsubashi Building, Tokyo - Agreement for Facilities Use Service and Maintenance	Cytera Japan, Ltd.	FSP Addicon Circle Limited Partnership	4/25/2019	2/2/2039	Finance	14901 Dallas Parkway	Fort Worth	TX
IAD1-A,F	LVA-IAD01-02	45901 Nokes Boulevard, Sterling - PBB Lease	Cytera Communications, LLC	NTT Communications Corporation	4/1/2018	1/31/2030	Operating	15601 Dallas Parkway, Suite 600 & 700	Addison	TX
IAD1-B	LVA-IAD02-02	45945 Nokes Boulevard, Sterling - PBB Lease	Cytera Communications, LLC	Medina DC2 Assets, LLC	1/1/2019	8/31/2033	Finance	15601 Hitotsubashi Building 7F, 1-2-1 Hitotsubashi	Chiyoda-ku	JP
IAD1-C,D,E	LVA-IAD03-02	21110 Ridgeway Circle, Sterling - Dead of Lease	Cytera Communications, LLC	Medina DC2 Assets, LLC	1/1/2019	8/31/2033	Finance	45901 Nokes Boulevard	Sterling	VA
IAD1-D	LVA-IAD04-01	22800 & 22860 International Drive, Sterling - Dead of Lease	Cytera Communications, LLC	Medina DC2 Assets, LLC	1/1/2019	2/28/2023	Finance	45845 Nokes Boulevard	Sterling	VA
IAH1	LVA-IAH01-01	4949 Bairdolph Road (1st Floor), Moseley - Dead of Lease	Cytera Communications, LLC	ACPF Nova Data Center, LLC	8/20/1999	5/31/2025	Operating	21110 Ridgeway Circle	Sterling	VA
MW41	LWA-MW401-01	4949 Bairdolph Road (1st Floor), Moseley - Lease	Cytera Communications, LLC	ACPF Nova Data Center, LLC	8/20/1999	5/31/2025	Operating	22810 International Drive	Sterling	VA
MW41	LWA-MW401-02	4949 Bairdolph Road (1st Floor), Moseley - Lease	Cytera Communications, LLC	ACPF Nova Data Center, LLC	8/20/1999	5/31/2025	Operating	4949 Bairdolph Road	Sterling	VA
SEA1-A	LWA-SEA01-01	12301 Tukwila International Blvd, Tukwila - Lease Agreement	Cytera Communications, LLC	RS Tira, LLC	5/1/2015	9/30/2030	Operating	4949 Bairdolph Road	Moses Lake	WA
SEA1-B	LWA-SEA02-01	3355 South 120th Place, Tukwila - Data Center Lease Agreement	Cytera Communications, LLC	RS Tira, LLC	10/15/2015	9/30/2030	Operating	12301 Tukwila International Boulevard	Moses Lake	WA
SEA2	LWA-SEA03-01	6101 South 180th Street, Tukwila - Lease Agreement	Cytera Communications, LLC	Sabey DataCenter, LLC	5/1/1999	4/30/2024	Finance	12301 Tukwila International Boulevard	Tukwila	WA
					12/18/1998	8/31/2034	Finance	3355 South 120th Place, 1st & 2nd Floor	Tukwila	WA

Exhibit B

Invoices

INVOICE

INVOICE DATE: June 9, 2023
INVOICE NUMBER: CINV-05521
TERMS: Due Upon Receipt

TO: **Cytera Technologies, Inc.**
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: **Carlos Sagasta** Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cytera.com
victor.semah@cytera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com

RE: **Montly Consulting Fee**

DESCRIPTION	TOTAL
2nd Monthly Consulting Fee - for service covered from 6/9 to 7/8	\$50,000
TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: **JP Morgan Chase Bank NA**
ABA#: **021 000 021 (wires only)**
ACH ABA: **071 000 013**
Account #: **838110120**
Swift: **CHASUS33**
Acct. Name: **Hilco Real Estate, LLC**

INVOICE

INVOICE DATE: July 7, 2023
INVOICE NUMBER: CINV-05935
TERMS: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com

RE: Montly Consulting Fee

DESCRIPTION	TOTAL
3rd Monthly Consulting Fee - for service covered from 7/9 to 8/8	\$50,000
TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: JP Morgan Chase Bank NA
ABA#: 021 000 021 (wires only)
ACH ABA: 071 000 013
Account #: 838110120
Swift: CHASUS33
Acct. Name: Hilco Real Estate, LLC

INVOICE

INVOICE DATE: August 9, 2023
INVOICE NUMBER: CINV-06460
TERMS: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com

RE: Montly Consulting Fee

DESCRIPTION	TOTAL
4th Monthly Consulting Fee - for service covered from 8/9 to 9/8	\$50,000
TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: JP Morgan Chase Bank NA
ABA#: 021 000 021 (wires only)
ACH ABA: 071 000 013
Account #: 838110120
Swift: CHASUS33
Acct. Name: Hilco Real Estate, LLC

INVOICE

INVOICE DATE: September 11, 2023
INVOICE NUMBER: CINV-06982
TERMS: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com

RE: Montly Consulting Fee

DESCRIPTION	TOTAL
5th Monthly Consulting Fee - for service covered from 9/8 to 10/8	\$50,000
TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: JP Morgan Chase Bank NA
ABA#: 021 000 021 (wires only)
ACH ABA: 071 000 013
Account #: 838110120
Swift: CHASUS33
Acct. Name: Hilco Real Estate, LLC

INVOICE

INVOICE DATE: October 6, 2023
INVOICE NUMBER: CINV-07408
TERMS: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com

RE: Montly Consulting Fee

DESCRIPTION	TOTAL
6th Monthly Consulting Fee - for service covered from 10/8 to 11/8	\$50,000
TOTAL DUE TO HILCO REAL ESTATE, LLC	
\$50,000	

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: JP Morgan Chase Bank NA
ABA#: 021 000 021 (wires only)
ACH ABA: 071 000 013
Account #: 838110120
Swift: CHASUS33
Acct. Name: Hilco Real Estate, LLC

INVOICE

INVOICE DATE: November 8, 2023
INVOICE NUMBER: CINV-07871
TERMS: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
2333 Ponce De Leon Blvd, Ste 900
Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com
yhao@alixpartners.com

RE: Monthly Consulting Fee

DESCRIPTION	TOTAL
7th Monthly Consulting Fee - for service covered from 11/8 to 12/8	\$50,000

TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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TOTAL DUE TO HILCO REAL ESTATE, LLC	\$50,000
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Wiring Instructions

Bank: JP Morgan Chase Bank NA
ABA#: 021 000 021 (wires only)
ACH ABA: 071 000 013
Account #: 838110120
Swift: CHASUS33
Acct. Name: Hilco Real Estate, LLC

INVOICE Revised

Invoice Date: December 31, 2023
 Invoice Number: CINV-08058-R
 Terms: Due Upon Receipt

TO: Cyxtera Technologies, Inc.
 2333 Ponce De Leon Blvd, Ste 900
 Coral Gables, FL 33134

ATTENTION: Carlos Sagasta Chief Financial Officer
 Victor Semah Chief Legal Officer

EMAIL: carlos.sagasta@cyxtera.com
victor.semah@cyxtera.com
jprasertlum@alixpartners.com
rayli@alixpartners.com
yhao@alixpartners.com

RE: Lease Restructure

Site Code	Lease ID	Landlord Company Name	Total Value Secured	Restructured Lease Savings Fee (4.5% capped at 6 years)	Novation Fee (1 month of rent)	Designated Sale Fee (1/2 month of rent)	Hilco Fee
EW1	L-NJ-EW1-01	Jones Lang LaSalle	\$3,813,777.00	\$171,620.00	\$0.00	\$0.00	\$171,620.00
PHX2	L-AZ-PHX02-01	Mapletree	\$0.00	\$0.00	\$253,020.58	\$0.00	\$253,020.58
SFO3-A	L-CA-SFO05-01	Mapletree	\$0.00	\$0.00	\$237,543.22	\$0.00	\$237,543.22
ABQ1	L-NM-ABQ01-01	Lumen	\$1,500,168.00	\$63,811.00	\$0.00	\$0.00	\$63,811.00
EW3-B	L-NJ-EW3-01	Digital Realty	\$0.00	\$0.00	\$490,612.96	\$0.00	\$490,612.96
LAX1	L-CA-LAX02-02	Digital Realty	\$0.00	\$0.00	\$245,574.55	\$0.00	\$245,574.55
LAX2	L-CA-LAX01-02	Digital Realty	\$0.00	\$0.00	\$198,188.06	\$0.00	\$198,188.06
YUL1	L-QC-YUL01-01	Tidan	\$1,200,000.00	\$0.00	\$0.00	\$5,209.60	\$5,209.60
YVR1	L-BC-YVR01-01	Polaris Realty	\$8,800,000.00	\$0.00	\$0.00	\$16,572.39	\$16,572.39
SEA1-A	L-WA-SEA01-01	Sabey	\$6,802,406.00	\$171,003.00	\$0.00	\$0.00	\$171,003.00
SEA1-B	L-WA-SEA02-01	Sabey	\$4,949,607.00	\$124,771.00	\$0.00	\$0.00	\$124,771.00
TPA1	L-FL-TPA01-01	Eastgroup	\$1,728,899.00	\$77,800.46	\$0.00	\$0.00	\$77,800.46
MSP1	L-MN-MSP01-01	Compass	\$12,661,043.00	\$109,882.00	\$0.00	\$0.00	\$109,882.00
Subtotal							\$2,165,608.82
Less Collected Monthly Consulting Fees							(\$350,000.00)
Reconciled Total Due to Hilco Real Estate, LLC							\$1,815,608.82

TOTAL DUE TO HILCO REAL ESTATE, LLC

\$1,815,608.82

Wiring Instructions

Bank: JP Morgan Chase Bank NA
 ABA#: 021 000 021 (wires only)
 ACH ABA: 071 000 013
 Account #: 838110120
 Swift: CHASUS33
 Acct. Name: Hilco Real Estate, LLC



CYXTERA - HILCO DEAL SHEET

Date Submitted	9/11/2023
Site Code	EWRI
Lease ID	L-NJ-EWR01-01
Lease Name	210 Hudson Street, Jersey City -
Restructuring Strategy - A	Agreement of Lease
SQFT	73,822
Single or Multi Tenant Site	Multi
Leased Condition	Shell
2022 Total Revenue	\$3,430,716
2022 NOI 3	(\$1,080,894)
Capital Lease Obligation Rem (USD)	N/A
Landlord	M-C Plaza II & III LLC
Dealmaker	Matt Tabloff

Contractual Structure										Renegotiated Structure								
Time Period Beginning	Time Period End	Term (Months)	Base Rent PSF	Floors 7 & 8 Base Rent / Month	Ground Floor Base Rent / Month	Water Tank Area / Month	NNN / Month	Total Base Rent / Month	Occ % (2022 Revenue)	Gross Rent PSF	Gross Rent / Month	Gross Rent / Month	Occ % (2022 Revenue)	Savings / Month	Contractual Rent Total	Renegotiated Rent Total	Total Savings	
10/1/2023	1/31/2024	4	\$22.87	\$131,035.67	\$2,285.00	\$975.00	\$6,393.17	\$140,688.84	49.2%	\$20.32	\$125,000.00	\$125,000.00	43.7%	\$15,689	\$562,755	\$500,000	\$62,755	
2/1/2024	5/31/2025	16	\$22.87	\$131,035.67	\$2,285.00	\$975.00	\$6,393.17	\$140,688.84	49.2%	\$20.32	\$125,000.00	\$125,000.00	43.7%	\$15,689	\$2,251,021	\$2,000,000	\$251,021	
		20													\$2,813,777	\$2,500,000	\$313,777	

Effective Date	10/1/2023
Contractual Expiration Date	5/31/2025
Renegotiated Expiration Date	5/31/2025
Total Months Contractual	20
Total Months Renegotiated	20
Total Months (+/-)	0

Total Contractual Rent Owed	\$2,813,777
Total Renegotiated Rent Owed	\$2,500,000
Net % Rent Reduction	11.15%
TOTAL LEASE SAVINGS	\$313,777
WAIVED ESTIMATED EXIT COSTS	\$3,500,000

Tenant Allowance Secured	Pre-Petition Savings	Term Shortening Savings	2023 Restructure Savings	2024 Restructure Savings	2025 Restructure Savings	2026 Restructure Savings	2027+ Restructure Savings
\$0	\$0	\$0	\$47,067	\$188,266	\$3,578,444	\$0	\$0

TOTAL VALUE SECURED	\$3,813,777
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Restructured Lease Savings Fee	\$171,620
Term Shortened Lease Fee	\$0
Sale and/or Assigned Lease Fee	\$0
Total Hilco Fee	\$171,620

*4.5% of aggregate Restructured Lease Savings

*1 month of Gross Rent plus Any other measurement of leasehold expense calculable

*\$10,000 for each Designated Sale and/or AssignmentLease transaction

DEAL TERMS

- Effective 10/1/23 thru 5/31/25, annual Gross Rent shall be reduced to \$1,500,000/yr or \$125,000/month. (Gross in Lieu Deal Structure)

- Within 90 to 120 days of a mutually executed agreement, Tenant shall return the 8th floor (33,413 Gross Rentable SQFT) in "as is" condition to the Landlord.

- Turnover of the remaining premises upon expiration shall be in "as is" condition. Tenant shall not be responsible for exit costs as outlined in the lease to return the space to the original condition.


- All other lease terms remain unchanged.



CYXTERA - HILCO DEAL SHEET

Date Submitted	8/29/2023
Site Code	ABQ1
Lease ID	L-NM-ABQ01-01
Lease Name	400 Tijeras Avenue NW, Albuquerque - Sublease Agreement
Restructuring Strategy - A	2 - Sell (Lumen)
SQFT	86,235
Single or Multi Tenant Site	Multi
Leased Condition	Powered Shell
2022 Total Revenue	\$3,801,422
2022 NOI 3	\$591,732
Capital Lease Obligation Rem (USD)	N/A
Landlord	Lumen
Dealmaker	Dan O'Brien

		Contractual Structure					Renegotiated Structure								
Time Period Beginning	Time Period End	Term (Months)	Total Rent PSF	Base Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Total Rent PSF	Base Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Savings / Month	Contractual Rent Total	Renegotiated Rent Total	Total Savings	
9/1/2023	12/31/2023	4	\$10.45	\$75,124.89	\$75,124.89	23.7%	\$7.84	\$56,343.67	\$56,343.67	17.8%	\$18,781	\$300,500	\$225,375	\$75,125	
1/1/2024	12/31/2024	12	\$10.61	\$76,251.77	\$76,251.77	24.1%	\$7.96	\$57,188.83	\$57,188.83	18.1%	\$19,063	\$915,021	\$686,266	\$228,755	
1/1/2025	12/31/2025	12	\$10.77	\$77,395.54	\$77,395.54	24.4%	\$8.08	\$58,046.66	\$58,046.66	18.3%	\$19,349	\$928,746	\$696,560	\$232,187	
1/1/2026	12/31/2026	12	\$10.93	\$78,556.48	\$78,556.48	24.8%	\$8.20	\$58,917.36	\$58,917.36	18.6%	\$19,639	\$942,678	\$707,008	\$235,669	
1/1/2027	12/31/2027	12	\$11.10	\$79,734.82	\$79,734.82	25.2%	\$8.32	\$59,801.12	\$59,801.12	18.9%	\$19,934	\$956,818	\$717,613	\$239,204	
1/1/2028	12/31/2028	12	\$11.26	\$80,930.85	\$80,930.85	25.5%	\$8.45	\$60,698.14	\$60,698.14	19.2%	\$20,233	\$971,170	\$728,378	\$242,793	
1/1/2029	12/31/2029	12	\$11.43	\$82,144.81	\$82,144.81	25.9%	\$8.57	\$61,608.61	\$61,608.61	19.4%	\$20,536	\$985,738	\$739,303	\$246,434	
		76													

	
CYXTERA - HILCO DEAL SHEET	
Date Submitted 11/19/2023	
Site Code MSP1	
Lease ID L-MN-MSP01-01	
Lease Name 4450 Dean Lakes Boulevard, Shakopee	
Restructuring Strategy - A Lease Agreement	
Single or Multi Tenant Site 4 - Blend/Extend	
Leased Condition SQF1	
2022 Total Revenue \$4,827	
2022 NOI 3 \$12,500,515	
Capital Lease Obligation Term (USD) \$4,037,739	
Landlord Compass	
Dealmaker Newmark	
Time Period Beginning Time Period End Term (Months)	
5/1/2024 8/31/2024 4	
9/1/2024 4/30/2025 8	
5/1/2025 8/31/2025 4	
9/1/2025 4/30/2026 8	
5/1/2026 8/31/2026 4	
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9/1/2045 4/30/2046 8	
5/1/2046 8/31/2046 4	
9/1/2046 4/30/2047 8	
5/1/2047 8/31/2047 4	
9/1/2047 4/30/2048 8	
5/1/2048 8/31/2048 4	
9/1/2048 4/30/2049 8	
305	
Effective Date 12/1/2023	
Contractual Expiration Date 4/30/2029	
Renegotiated Expiration Date 4/30/2049	
Total Months Contractual 65	
Total Months Renegotiated 305	
Total Months (+/-) 240	
Total Contractual Rent Owed \$126,610,417	
Total Renegotiated Rent Owed \$113,949,374	
Net % Rent Reduction 10.00%	
TOTAL LEASE SAVINGS \$12,661,043	
WAIVED PRE-PETITION SAVINGS \$0	
TOTAL TIA TO TENANT \$0	
TOTAL VALUE SECURED \$12,661,043	
Restructured Lease Savings Fee \$109,882	
Term Shortened Lease Fee \$0	
Sale and/or Assigned Lease Fee \$0	
Total Hilco Fee \$109,882	
DEAL TERMS	
- Lease extended 20 years to 4/30/2049.	
- Effective 12/1/23, annual Base Rent at MSP I shall be reduced by to \$1,899,513.90/yr.	
- Effective 12/1/23, annual Base Rent at MSP II shall be reduced by to \$1,554,389.87/yr.	
- Annual Escalation dates shall remain unchanged, and the annual increase shall remain at 2.0%.	
- All other lease terms remain unchanged.	
Contractual Structure	
Building I Base Rent / Building II Base Rent / Total Base Rent / Occ % (2022 Revenue)	
Month / Month / Month /	
5/1/2024 8/31/2024 9/1/2024 4/30/2025 5/1/2025 8/31/2025 9/1/2025 4/30/2026 5/1/2026 8/31/2026 9/1/2026 4/30/2027 5/1/2027 8/31/2027 9/1/2027 4/30/2028 5/1/2028 8/31/2028 9/1/2028 4/30/2029 5/1/2029 8/31/2029 9/1/2029 4/30/2030 5/1/2030 8/31/2030 9/1/2030 4/30/2031 5/1/2031 8/31/2031 9/1/2031 4/30/2032 5/1/2032 8/31/2032 9/1/2032 4/30/2033 5/1/2033 8/31/2033 9/1/2033 4/30/2034 5/1/2034 8/31/2034 9/1/2034 4/30/2035 5/1/2035 8/31/2035 9/1/2035 4/30/2036 5/1/2036 8/31/2036 9/1/2036 4/30/2037 5/1/2037 8/31/2037 9/1/2037 4/30/2038 5/1/2038 8/31/2038 9/1/2038 4/30/2039 5/1/2039 8/31/2039 9/1/2039 4/30/2040 5/1/2040 8/31/2040 9/1/2040 4/30/2041 5/1/2041 8/31/2041 9/1/2041 4/30/2042 5/1/2042 8/31/2042 9/1/2042 4/30/2043 5/1/2043 8/31/2043 9/1/2043 4/30/2044 5/1/2044 8/31/2044 9/1/2044 4/30/2045 5/1/2045 8/31/2045 9/1/2045 4/30/2046 5/1/2046 8/31/2046 9/1/2046 4/30/2047 5/1/2047 8/31/2047 9/1/2047 4/30/2048 5/1/2048 8/31/2048 9/1/2048 4/30/2049	
305	
Renegotiated Structure	
Building I Base Rent / Building II Base Rent / Total Base Rent / Occ % (2022 Revenue)	
Month / Month / Month /	
5/1/2024 8/31/2024 9/1/2024 4/30/2025 5/1/2025 8/31/2025 9/1/2025 4/30/2026 5/1/2026 8/31/2026 9/1/2026 4/30/2027 5/1/2027 8/31/2027 9/1/2027 4/30/2028 5/1/2028 8/31/2028 9/1/2028 4/30/2029 5/1/2029 8/31/2029 9/1/2029 4/30/2030 5/1/2030 8/31/2030 9/1/2030 4/30/2031 5/1/2031 8/31/2031 9/1/2031 4/30/2032 5/1/2032 8/31/2032 9/1/2032 4/30/2033 5/1/2033 8/31/2033 9/1/2033 4/30/2034 5/1/2034 8/31/2034 9/1/2034 4/30/2035 5/1/2035 8/31/2035 9/1/2035 4/30/2036 5/1/2036 8/31/2036 9/1/2036 4/30/2037 5/1/2037 8/31/2037 9/1/2037 4/30/2038 5/1/2038 8/31/2038 9/1/2038 4/30/2039 5/1/2039 8/31/2039 9/1/2039 4/30/2040 5/1/2040 8/31/2040 9/1/2040 4/30/2041 5/1/2041 8/31/2041 9/1/2041 4/30/2042 5/1/2042 8/31/2042 9/1/2042 4/30/2043 5/1/2043 8/31/2043 9/1/2043 4/30/2044 5/1/2044 8/31/2044 9/1/2044 4/30/2045 5/1/2045 8/31/2045 9/1/2045 4/30/2046 5/1/2046 8/31/2046 9/1/2046 4/30/2047 5/1/2047 8/31/2047 9/1/2047 4/30/2048 5/1/2048 8/31/2048 9/1/2048 4/30/2049	
305	
Savings / Month	
Total Savings	
\$12,661,043	



CYXTERA - HILCO DEAL SHEET

Date Submitted	10/23/2023
Site Code	TPA1
Lease ID	L-FI-TPA01-01
Lease Name	9310 Florida Palm Drive, Tampa - Lease Agreement
Restructuring Strategy - A	4 - Blend/Extend (Downsize)
SQFT	96,000
Single or Multi Tenant Site	Single
Leased Condition	Shell
2022 Total Revenue	\$9,943,199
2022 NOI 3	\$5,885,095
Capital Lease Obligation Rem (USD)	N/A
Landlord	Eastgroup
Dealmaker	Newmark

		Contractual Structure						Renegotiated Structure									
Time Period Beginning	Time Period End	Term (Months)	Base Rent PSF	Base Rent / Month	NNN Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Base Rent PSF	Base Rent / Month	NNN Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Savings / Month	Contractual Rent Total	Renegotiated Rent Total	Total Savings	
8/1/2023	1/31/2024	6	\$8.87	\$70,960.00	\$22,400.00	\$93,360.00	11.3%	\$8.87	\$70,960.00	\$22,400.00	\$93,360.00	11.3%	\$0	\$560,160	\$560,160	\$0	
2/1/2024	9/30/2024	8	\$9.13	\$73,040.00	\$22,400.00	\$95,440.00	11.5%	\$9.13	\$73,040.00	\$22,400.00	\$95,440.00	11.5%	\$0	\$763,520	\$763,520	\$0	
10/1/2024	1/31/2025	4	\$9.13	\$73,040.00	\$22,400.00	\$95,440.00	11.5%	\$12.60	\$61,929.00	\$13,762.00	\$75,691.00	9.1%	\$19,749	\$381,760	\$302,764	\$78,996	
2/1/2025	2/28/2025	1	\$9.13	\$73,040.00	\$22,400.00	\$95,440.00	11.5%	\$0.00	\$0.00	\$13,762.00	\$13,762.00	1.7%	\$81,678	\$95,440	\$13,762	\$81,678	
3/1/2025	1/31/2026	11	\$9.13	\$73,040.00	\$22,400.00	\$95,440.00	11.5%	\$13.10	\$64,406.16	\$13,762.00	\$78,168.16	9.4%	\$17,272	\$1,049,840	\$859,850	\$189,990	
2/1/2026	1/31/2027	12	\$9.40	\$75,231.20	\$22,400.00	\$97,631.20	11.8%	\$13.63	\$66,982.41	\$13,762.00	\$80,744.41	9.7%	\$16,887	\$1,171,574	\$968,933	\$202,642	
2/1/2027	1/31/2028	12	\$9.69	\$77,488.14	\$22,400.00	\$99,888.14	12.1%	\$14.17	\$69,661.70	\$13,762.00	\$83,423.70	10.1%	\$16,464	\$1,198,658	\$1,001,084	\$197,573	
2/1/2028	1/31/2029	12	\$9.98	\$79,812.78	\$22,400.00	\$102,212.78	12.3%	\$14.74	\$72,448.17	\$13,762.00	\$86,210.17	10.4%	\$16,003	\$1,226,553	\$1,034,522	\$192,031	
2/1/2029	1/31/2030	12	\$10.28	\$82,207.16	\$22,400.00	\$104,607.16	12.6%	\$15.33	\$75,346.10	\$13,762.00	\$89,108.10	10.8%	\$15,499	\$1,255,286	\$1,069,297	\$185,989	
		78												\$7,702,791	\$6,573,892	\$1,128,899	

Effective Date	8/1/2023
Contractual Expiration Date	1/31/2025
Renegotiated Expiration Date	1/31/2030
Total Months Contractual	18
Total Months Renegotiated	78
Total Months (+/-)	60
Total Contractual Rent Owed	\$7,702,791
Total Renegotiated Rent Owed	\$6,573,892
Net % Rent Reduction	14.66%
TOTAL LEASE SAVINGS	\$1,128,899
WAIVED RESTORATION COSTS	\$600,000

TOTAL VALUE SECURED **\$1,728,899**

Restructured Lease Savings Fee	\$77,800
Term Shortened Lease Fee	\$0
Sale and/or Assigned Lease Fee	\$0
Total Hilco Fee	\$77,800

Tenant Allowance Secured	Pre-Petition Savings	Term Shortening Savings	2023 Restructure Savings	2024 Restructure Savings	2025 Restructure Savings	2026 Restructure Savings	2027+ Restructure Savings
\$0	\$0	\$0	\$0	\$659,247	\$274,145	\$203,027	\$592,480

*4.5% of aggregate Restructured Lease Savings capped at 6 years
 *1 month of Gross Rent plus Any other measurement of leasehold expense calculable
 *\$10,000 for each Designated Sale and/or Assignment Lease transaction

DEAL TERMS

- Lease expiration date extended 60 months to 1/31/2030.
- Effective 10/1/24, tenant shall surrender the proposed 37,020 SF "Give Back Area" to the landlord at no cost to tenant. Landlord shall waive the restoration clause in the lease for the recaptured "Give Back Area" (Landlord estimates ~\$600k in restoration costs being waived).
- Tenant shall only be responsible for the retained area of 58,980 SF, which shall be used to determine Rent PSF going forward.
- Effective 10/1/24, annual Base Rent shall be \$12.60 PSF or \$743,148/yr based on the retained area of 58,980 SF, followed by 4% annual increases each February 1st (first bump on 2/1/25).
- Landlord shall grant 1 month of free rent in February 2025.
- For the purpose of this analysis, CAM and Taxes were reduced proportionally to the SQFT given back to the Landlord.
- All other lease terms remain unchanged.

NOTE: Landlord has indicated that these terms are BEST & FINAL.

Date Submitted	12/1/2023
Site Code	SEA1-A
Lease ID	L-WA-SEA01-01
Lease Name	12301 Tukwila
	International Blvd,
	Tukwila - Lease Agreement
Structuring Strategy - A	2 - Sell
SQFT	103,809
Multi Tenant Site	Single
Leased Condition	Shell
2022 Total Revenue	\$6,165,787
2022 NOI 3	(\$212,437)
Investment Return (USD)	\$30,770,535
Landlord	Sabey
Dealmaker	Newmark

123

Effective Date	2/1/2024
Contractual Expiration Date	4/30/2034
Renegotiated Expiration Date	4/30/2034
Total Months Contractual	123
Total Months Renegotiated	123
Total Months (+/-)	0
Total Contractual Rent Owed	\$32,810,593
Total Renegotiated Rent Owed	\$26,008,187
Net % Rent Reduction	20.73%
TOTAL LEASE SAVINGS	\$6,802,406
WAIVED PRE-PETITION SAVINGS	\$0
TOTAL TIA TO TENANT	\$0

TOTAL VALUE SECURED	\$6,802,406
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Restructured Lease Savings Fee	\$171,003
Term Shortened Lease Fee	\$0
Sale and/or Assigned Lease Fee	\$0
Total Hilco Fee	\$171,003

Tenant Allowance Secured	Pre-Petition Savings	Term Shortening Savings	2023 Restructure Savings	2024 Restructure Savings	2025 Restructure Savings	2026 Restructure Savings	2027+ Restructure Savings
\$0	\$0	\$0	\$0	\$547,427	\$610,959	\$624,706	\$5,019,314

DEAL TERMS

- Lease expiration date shall remain unchanged.
- Effective 2/1/24, annual Building Base Rent shall be reduced to \$22.90 PSF (\$2,273,695.20/yr) and Generator Bunker Rent shall be reduced to \$2.24 PSF (\$10,127.04/yr). Annual rent shall increase by 2.25% every 2/1 thereafter.
- All other lease terms remain unchanged.



CYXTERA - HILCO DEAL SHEET

Date Submitted	12/1/2023
Site Code	SEAL-8
Lease ID	L-WA-SEA02-01
Lease Name	3355 South 120th Place, Tukwila - Data Center Lease Agreement
Restructuring Strategy - A	2 - Sell
Single or Multi Tenant Site	84,354
Leased Condition	Multi
2022 Total Revenue	\$9,525,005
2022 NOI 3	\$204,006
Capital Lease Obligation Rem (USD)	\$50,736,484
Landlord	Sabey
Dealmaker	Newmark

		Contractual Structure								Renegotiated Structure																
		Admin Support, 101 RU, & 133 RU Space				Room 101, & 133 RU Fiber Patch Panel						Admin Support, 101 RU, & 133 RU Space				Room 101, & 133 RU Fiber Patch Panel										
Time Period Beginning	Time Period End	Term (Months)	Total Rent PSF	Base Rent / Month	Rent / Month	Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Total Rent PSF	Base Rent / Month	Rent / Month	Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Total Rent PSF	Base Rent / Month	Rent / Month	Rent / Month	Total Rent / Month	Occ % (2022 Revenue)	Savings / Month	Contractual Rent Total	Renegotiated Total Rent	Total Savings		
2/1/2024	4/30/2024	3	\$55.41	\$380,167.27	\$8,752.58	\$584.52	\$389,504.37	49.1%	\$51.17	\$350,993.85	\$8,096.88	\$584.52	\$359,675.25	45.3%	\$29,829	\$1,168,513	\$1,079,026	\$89,487	\$38,590	\$3,584,388	\$3,237,077	\$347,310	\$30,500	\$1,194,796	\$1,103,295	\$91,501
5/1/2024	1/31/2025	9	\$56.66	\$388,721.04	\$8,948.05	\$596.20	\$398,265.29	50.2%	\$51.17	\$350,993.85	\$8,096.88	\$584.52	\$359,675.25	45.3%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2025	4/30/2025	3	\$56.66	\$388,721.04	\$8,948.05	\$596.20	\$398,265.29	50.2%	\$52.32	\$358,891.22	\$8,277.58	\$596.20	\$367,765.00	46.3%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2025	1/31/2026	9	\$57.93	\$397,467.26	\$9,147.89	\$608.12	\$407,223.27	51.3%	\$52.32	\$358,891.22	\$8,277.58	\$596.20	\$367,765.00	46.3%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2026	4/30/2026	3	\$57.93	\$397,467.26	\$9,147.89	\$608.12	\$407,223.27	51.3%	\$53.49	\$366,966.27	\$8,462.34	\$608.12	\$376,036.73	47.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2026	1/31/2027	9	\$59.23	\$406,410.27	\$9,352.21	\$620.30	\$416,382.78	52.5%	\$53.49	\$366,966.27	\$8,462.34	\$608.12	\$376,036.73	47.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2027	4/30/2027	3	\$59.23	\$406,410.27	\$9,352.21	\$620.30	\$416,382.78	52.5%	\$54.70	\$375,223.01	\$8,651.23	\$620.30	\$384,494.54	48.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2027	1/31/2028	9	\$60.57	\$415,554.50	\$9,561.08	\$632.70	\$425,748.28	53.6%	\$54.70	\$375,223.01	\$8,651.23	\$620.30	\$384,494.54	48.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2028	4/30/2028	3	\$60.57	\$415,554.50	\$9,561.08	\$632.70	\$425,748.28	53.6%	\$55.93	\$383,665.53	\$8,844.33	\$632.70	\$393,142.56	49.5%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2028	1/31/2029	9	\$61.93	\$424,904.48	\$9,774.60	\$645.34	\$435,324.42	54.8%	\$55.93	\$383,665.53	\$8,844.33	\$632.70	\$393,142.56	49.5%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2029	4/30/2029	3	\$61.93	\$424,904.48	\$9,774.60	\$645.34	\$435,324.42	54.8%	\$57.19	\$392,298.00	\$9,041.73	\$645.34	\$401,985.07	50.6%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2029	1/31/2030	9	\$63.32	\$434,464.83	\$9,992.93	\$658.26	\$445,116.02	56.1%	\$57.19	\$392,298.00	\$9,041.73	\$645.34	\$401,985.07	50.6%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2030	4/30/2030	3	\$63.32	\$434,464.83	\$9,992.93	\$658.26	\$445,116.02	56.1%	\$58.47	\$401,124.71	\$9,243.57	\$658.26	\$411,026.54	51.8%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2030	1/31/2031	9	\$64.75	\$444,240.29	\$10,216.12	\$671.42	\$455,127.83	57.3%	\$58.47	\$401,124.71	\$9,243.57	\$658.26	\$411,026.54	51.8%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2031	4/30/2031	3	\$64.75	\$444,240.29	\$10,216.12	\$671.42	\$455,127.83	57.3%	\$59.79	\$410,150.01	\$9,449.90	\$671.42	\$420,271.33	52.9%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2031	1/31/2032	9	\$66.20	\$454,235.70	\$10,444.31	\$684.86	\$465,364.87	58.6%	\$59.79	\$410,150.01	\$9,449.90	\$671.42	\$420,271.33	52.9%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2032	4/30/2032	3	\$66.20	\$454,235.70	\$10,444.31	\$684.86	\$465,364.87	58.6%	\$61.13	\$419,378.39	\$9,660.85	\$684.86	\$429,724.10	54.1%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2032	1/31/2033	9	\$67.69	\$464,456.00	\$10,677.58	\$698.54	\$475,832.12	59.9%	\$61.13	\$419,378.39	\$9,660.85	\$684.86	\$429,724.10	54.1%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2033	4/30/2033	3	\$67.69	\$464,456.00	\$10,677.58	\$698.54	\$475,832.12	59.9%	\$62.51	\$428,814.40	\$9,876.50	\$698.54	\$439,389.44	55.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
5/1/2033	1/31/2034	9	\$69.21	\$474,906.26	\$10,916.09	\$712.52	\$486,534.87	61.3%	\$62.51	\$428,814.40	\$9,876.50	\$698.54	\$439,389.44	55.4%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
2/1/2034	4/30/2034	3	\$69.21	\$474,906.26	\$10,916.09	\$712.52	\$486,534.87	61.3%	\$63.91	\$438,462.72	\$10,096.97	\$712.52	\$449,272.21	56.6%	\$39,458	\$3,665,009	\$3,309,885	\$355,124	\$31,187	\$1,221,670	\$1,128,110	\$93,560	\$40,346	\$3,747,445	\$3,384,331	\$363,114
123																					\$54,099,550					
																					\$49,149,943					
																					\$4,949,607					

Effective Date	2/1/2024
Contractual Expiration Date	4/30/2034
Renegotiated Expiration Date	4/30/2034
Total Months Contractual	123
Total Months Renegotiated	123
Total Months (+/-)	0

Total Contractual Rent Owed	\$54,099,550
Total Renegotiated Rent Owed	\$49,149,943
Net % Rent Reduction	9.15%
TOTAL LEASE SAVINGS	\$4,949,607
WAIVED PRE-PETITION SAVINGS	\$0
TOTAL TIA TO TENANT	\$0

TOTAL VALUE SECURED

\$4,949,607

Tenant Allowance Secured	Pre-Petition Savings	Term Shortening Savings	2023 Restructure Savings	2024 Restructure Savings	2025 Restructure Savings	2026 Restructure Savings	2027+ Restructure Savings
\$0	\$0	\$0	\$0	\$398,208	\$445,757	\$455,786	\$3,649,856

Restructured Lease Savings Fee	\$124,771
Term Shortened Lease Fee	\$0
Sale and/or Assigned Lease Fee	\$0
Total Hilco Fee	\$124,771

*4.5% of aggregate Restructured Lease Savings capped at 6 years
*1 month of Gross Rent plus Any other measurement of leasehold expense calculable
*\$10,000 for each Designated Sale and/or Assignment Lease transaction

DEAL TERMS

- Lease expiration date shall remain unchanged.
- Effective 2/1/24, annual Base Rent shall be reduced to \$53.74 PSF (\$4,211,926.20/yr). Annual rent shall increase by 2.25% every 2/1 thereafter.
- Effective 2/1/24, annual Administrative Support Space Rent shall be reduced to \$12.08 PSF (\$90,148.32/yr). Annual rent shall increase by 2.25% every 2/1 thereafter.
- Effective 2/1/24, the scheduled annual increases in MPOE Room 101 Fiber Patch Panel Rent, MPOE 101 RU Space Rent, MPOE Room 133 Fiber Patch Panel Rent, and MPOE 133 RU Space Rent shall reset to increase every 2/1 thereafter (existing rate extended through 1/31/25).
- All other lease terms remain unchanged.